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AMENDMENT AND EXTENSION OF A PAID UP OIL AND GAS LEASE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, Richard Swaim, whose address is 6908 Mitchell Parkway, Arlington, Texas 76002 ("Lessor") executed that certain Paid Up Oil and Gas Lease dated May 22nd, 2006, unto Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73118, being the same lease referenced in that certain Memorandum of Oil and Gas Lease, dated May 20, 2006, which is recorded as Document #D206411079 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional forty-five (45) days as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to July 6, 2008, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

NOW THEREFORE, the undersigned do hereby amend said lease, such that the reference to "twenty-two percent (22%)" shall be deleted and in its place do hereby insert "twenty-five percent (25%)."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby executed this 14th day of May, 2008.

LESSOR (whether one or more):


Richard Swaim

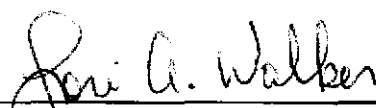
ACKNOWLEDGEMENT

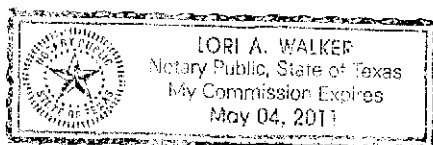
THE STATE OF TEXAS

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TARRANT COUNTY

This instrument was acknowledged before me on this the 22nd day of May, 2008, by Richard Swaim.


Notary Public, State of Texas





LIZ CHRISTIANSON
CHESAPEAKE ENERGY CORP
POB 18496
OKC OK 731540496
Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Filed For Registration: 05/23/2008 02:00 PM
Instrument #: D208194451
LSE 2 PGS \$16.00

By: _____



D208194451

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